

RECREATION, LIBRARIES AND AUTHORITIES COMMITTEE

12-0600R

RESOLUTION GRANTING APPROVAL AND EXECUTION OF A LEASE
AGREEMENT WITH THE DULUTH AREA FAMILY YMCA FOR SHARED
USE OF THE UPPER LEVEL OF THE WOODLAND COMMUNITY CENTER.

CITY PROPOSAL:

RESOLVED, that the city council hereby grants approval for acceptance and execution of a lease agreement with the Duluth Area Family YMCA. The agreement for shared use of the upper level of the Woodland Community Center building is to commence on January 1, 2013, and continue through December 31, 2014, with a one time automatic renewal for an additional two year period.

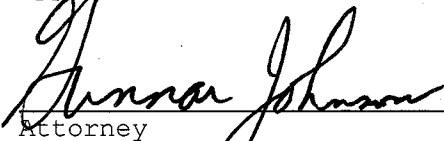
Approved:


Department Director


Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

Approved:


Auditor

PARKS KB:rb 11/21/2012

STATEMENT OF PURPOSE: This resolution authorizes acceptance and execution of a lease agreement with the Duluth YMCA. The YMCA and the city agree that the use of the building shall be for the purpose of recreation and community advancement. Included in the lease agreement is the shared use of all equipment contained on the upper level of Woodland Community Center and the attic storage area.

LEASE AGREEMENT

THIS AGREEMENT, is by and between the **CITY OF DULUTH**, a municipal corporation of the County of St. Louis, State of Minnesota, hereinafter referred to as "City", and the **DULUTH AREA FAMILY YMCA**, a Minnesota non-profit corporation, hereinafter referred to as "YMCA".

1. ADMINISTRATION

- a. For the purposes of administering this agreement, the City shall be defined as the Manager, Parks and Recreation or designee and YMCA shall be defined as the Executive Director or designee.

2. PREMISES

- a. In consideration of the mutual covenants as set forth herein, City and YMCA agree to the shared use of the upper level of the Woodland Community Center building and all equipment contained therein, including attic storage area but excluding the lower building level, located at 3211 Allendale Ave located in the City of Duluth, St. Louis County, Minnesota (the "Premises"). A diagram of the Premises is attached as Exhibit A.
- b. YMCA agrees to accept the Premises "as is", in its present physical condition, without representations or warranties of any kind.
- c. YMCA agrees that said Premises shall only be used for recreational and community advancement purposes.
- d. The Premise is a multi-use facilities requiring the cooperation of all users. This cooperation includes sharing parking, (including scheduling for special events), ingress and egress, amenities, and related improvements. YMCA acknowledges that the Manager of Parks and Recreation shall ultimately determine the appropriate use of the site and improvements and shall prevail in any disputes between users groups.

3. TERM AND TERMINATION

- a. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2013 and shall continue through December 31, 2014 unless earlier terminated as provided for herein (the "Initial Term"). The parties shall meet and confer within ninety (90) days before the end of the Initial Term to discuss the terms and conditions of the Agreement. If the parties agree that no changes are needed, which shall be confirmed in writing, and that neither party wishes to terminate the agreement as provided for herein, then this Agreement shall be automatically renewed for an additional two (2) year period thereafter.
- b. This Agreement may be terminated by either party by serving ninety (90) days written notice upon the other. Upon termination, YMCA agrees to surrender possession of said Premises to City in as good condition and state of repair as the Premises were in at the time YMCA took possession, reasonable wear and tear, and acts of God excepted. YMCA shall remove all YMCA equipment within ten (10) business days. Any YMCA equipment remaining after the expiration of said ten (10) day period shall become the property of the City.
- c. Should YMCA be in default or violation of any of the provisions of this Agreement, City shall provide to YMCA written notice of such violation or default and shall allow YMCA thirty (30) days within which to cure or remedy any violations or defaults set forth therein. If such violation or default is not cured or remedied within thirty (30) days, City may terminate this Agreement immediately by serving notice to YMCA in the manner described.
- d. In the event of default by YMCA, City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to YMCA, may remove all persons and property from the Premises. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, YMCA.

4. MAINTENANCE AND OPERATION

- a. YMCA agrees to operate the Premises buildings and/or adjoining grounds on a non-exclusive basis
- b. YMCA agrees to staff and operate recreational and related programs offered to the general public. Such programs shall be properly scheduled and advertised similar to existing YMCA programs. YMCA may charge fees for its programs and retain the fees. A listing of all YMCA programs scheduled to be held on the Premises complete with dates, times, and fees to be charged, shall be provided to City at least thirty (30) days prior to the commencement of such programming.
- c. YMCA agrees that at all times the Premises are in use, except when it is occupied by another permitted party or under the supervision of authorized City staff, it will be properly supervised by an adult person who is employed by or otherwise responsible to YMCA.
- d. YMCA shall provide, at its expense, all daily cleaning, minor repairs and routine maintenance necessary to properly operate and maintain the Premises in a safe and reasonable state of repair, including but not limited to the following:
 - i. Providing those items required for the daily operation and maintenance of the Premises, including but not limited to, interior light bulbs (except as otherwise provided by City as described in the City's Responsibilities section), paper products, plastic products, program equipment and supplies, etc. necessary for the daily operation and routine cleaning of the Premises
 - ii. Maintaining the Premises in good order and condition and state of repair, normal wear and tear excepted.
 - iii. Removing all litter or other waste from parking areas and other outdoor spaces such as ballfields, tennis courts, etc. and properly disposing of same into the proper disposal containers provided within the Premises. Also, YMCA shall coordinate trash collection days with the contract trash hauler when possible.
 - iv. Snow and ice removal from the entrances and connecting walkways at the Woodland Community Center.
 - v. Providing all staff, equipment and cleaning supplies necessary to carry out this provision.
 - vi. Complying with the City's guidelines relating to recycling, energy efficiency and maintenance of the Premises.
 - vii. Daily cleaning (including the emptying and maintaining of all trash containers) on the Premises washrooms.
 - viii. Providing necessary day-to-day janitorial cleaning and other minor maintenance not requiring a licensed or skilled tradesperson (e.g., plumber, electrician, carpenter, etc.)
- e. YMCA shall promptly notify the City of necessary major repair work, including any repair work that requires a licensed or skilled tradesperson, so that the City can make the necessary repairs or arrange for a service provider of the City's choice to make the repairs.
- f. YMCA shall be solely responsible for managing the rental and use of the Premises to private groups or parties. YMCA's responsibilities shall include:
 - i. Scheduling private parties, recreational and/or community events and programs (each an "Event"). YMCA may rent any portion of the Premises to private groups, clubs or parties and may, at its discretion, charge a rental fee. YMCA may, at its discretion, charge a fee to groups, clubs, or organizations requiring regular scheduled use of the Premises. The rental fee for each event shall be similar to rental prices charged under similar circumstance in the community. A current schedule of fees for the use of the Premises shall be submitted to, and approved by, the City prior to becoming effective. All such rentals shall be documented by a written rental agreement substantially in the same form as Exhibit B as attached to this Agreement. YMCA shall be responsible for overseeing and supervising these rentals and user groups and shall be responsible for ensuring compliance with all rules and laws.

- ii. Maintaining a master calendar ("Master Calendar") of all such rentals. The Master Calendar shall be provided to the City's Parks Manager on or before the 1st day of each month.
 - iii. Collecting the rental fees and deposits, if applicable. All such fees and deposits shall be separately managed and/or accounted for by YMCA in order to identify funds received or expended in the operation and maintenance of the Premises.
 - iv. Managing, overseeing and supervising these rentals and all user groups (including guests, invitees and agents thereof) of the Premises and ensuring compliance with all rules and laws. This includes, but is not limited to, ensuring that the renter/user group has obtained the appropriate alcohol permit from the City if the rental activity will include the consumption of alcoholic beverages and, further, ensuring that all such consumption occurs in compliance with all laws regulating such consumption. YMCA shall not sublet any space(s) anywhere in or on the building or on the Premises without first securing prior written approval of the City.
- g. YMCA agrees to operate said premises in compliance with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth. YMCA agrees to procure at YMCA expense all licenses and permits necessary for carrying out the provisions of this agreement.

5. CITY'S RESPONSIBILITIES

- a. City agrees to provide the following:
 - i. Local telephone service, electricity, water, garbage pick-up and sewer utilities for the Premises.
 - ii. Necessary major repairs and non-routine maintenance to the structural and mechanical components of all existing buildings and plumbing and electrical systems. Non-routine maintenance shall be defined as major system replacement repair items or replacement of whole systems, major building and/or assembly or upgrade of any fixed asset, road repair, locks and key changes, and winterizing water systems.
 - iii. All snow plowing, grass cutting, and related grounds maintenance to the same level as currently provided.

6. USE OF BALL FIELDS

- a. Both parties agree to recognize and honor prior commitments made to youth athletic leagues for priority usage of the Woodland Community Center ballfields. YMCA may utilize the ballfields at Woodland Community Center when not in use for organized practices or league play. The fields shall be open and available for use by the general public when not in use by youth athletic leagues or YMCA.

7. ALTERATIONS OR IMPROVEMENTS

- a. YMCA may, at its sole expense, make suitable improvements or alterations to the Premises upon advance written approval from the City's Facility Projects Specialist. All such improvements (except appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, YMCA shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request is attached to this Agreement as Exhibit C. These documents shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Codes. YMCA agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on the Premises, YMCA will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction hereunder.

8. INCIDENT REPORTS:

- a. Lessee shall promptly notify the City's Parks Manager in writing of any incident of injury to any person or loss or damage to property occurring on or within the Premises during the Term of this

Agreement. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached hereto as Exhibit D.

9. UTILITIES

- a. City agrees to be responsible for the routine payment of all basic utilities (water, gas, sewer, electric) including local telephone and trash collection services but excluding separately metered utilities. For any special events requiring additional or extra utilities usage, YMCA shall determine an additional fee for utilities based on estimated usage with the special event user and said fee shall be remitted to City to aid in the recovery of the utilities usage required by the special event user.
- b. YMCA agrees that any additional utilities or services, such as internet or cable television services, beyond those basic utilities provided by City needed or required by YMCA, a rentee or sublettee shall be the sole responsibility of YMCA.

10. COMMUNICATIONS

- a. The parties agree that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.
- b. YMCA agrees to provide the Manager with a quarterly summary report identifying all activities held on the Premises during the previous quarter. The report will include statistics about the activity including date of the activity, name of activity, number of people in attendance and brief description of the activity.
- c. The parties agree to meet on an annual basis to jointly inspect the Premises to determine whether the Premises are in all respects in proper condition and, if necessary, to review the terms and conditions of this Agreement.

11. INSURANCE

- a. YMCA shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Premises. A Comprehensive General Liability Insurance policy shall be maintained in force by YMCA throughout the life of this agreement in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Such coverage shall include all YMCA activities occurring on or within the Premises whether the activities are performed by employees or agents under contract to YMCA. Such policy of insurance shall be approved by the City Attorney and shall contain a condition that it may not be cancelled without thirty (30) days written notice to the City of Duluth. The City of Duluth shall be named as an additional insured on the policy of insurance required by this paragraph.
- b. YMCA shall also provide evidence of Statutory Minnesota Workers= Compensation Insurance.
- c. YMCA shall provide to City Certificates of Insurance evidencing such coverage with 30-day notice of cancellation, non-renewal or material change provisions included. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the YMCA=s interests and liabilities.
- d. The City reserves the right to require YMCA to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn.Stat. Sec. 466.04 are increased.
- e. The City does not intend to waive any legal immunities, defenses, or liability limits that may be available.
- f. When using the AAcord@ Certificate form cancellation provisions, the words Aendeavor to@ on Line 2 must be deleted. As an additional insured under the contract, the City has contractual rights far exceeding that of a certificate holder. Therefore, additional named insured endorsement shall read as follows: "This policy insures the named insured and the City of Duluth and will be primary and not contributory with City of Duluth coverage." The City of Duluth is an additional insured not subject to the Aother insurance@ condition or other policy terms which conflict with the agreement between the named insured and the City of Duluth.
- g. The 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If the CG

2010 is used, it must be a pre-2004 edition.

h. The City shall not be liable to YMCA for any injury or damage resulting from any defect in the construction or condition of the Premises, nor for any damage that may result from the negligence of any other person whatsoever.

12. HOLD HARMLESS

a. YMCA agrees to defend, indemnify, and save harmless the City from any and all liens, claims, suits, demands, liability, judgment costs, damages and expenses which may accrue against or be charged or may be recovered from City by reason of or account of any claim for damage arising from YMCA's use or occupancy of the Premises whether of any person or persons including YMCA, its members, employees, agents, volunteers, invitees, or tenants, whomsoever occasioned or caused by the contact, acts, or omission of YMCA, its members, volunteers, invitees, or tenants, or by reason of the use, development, operation, or maintenance of the Premises by YMCA under this agreement. Upon ten (10) days written notice, YMCA will appear and defend all claims and lawsuits against City growing out of any such injury or damage resulting from any defect in the construction or condition of the interior premises of the building. The City does not waive its immunities under state or federal law.

13. ALCOHOLIC BEVERAGES AND TOBACCO USE

a. The possession, use or sale of alcohol is permitted on the Premises only under the following conditions:

- i. Alcohol may be possessed, consumed or served only when the appropriate permit or license has been obtained from the City prior to the event and all application, fee and other requirements have been met.
- ii. Alcohol may be sold only when the appropriate on-sale alcoholic beverage license has been obtained from the City prior to the event and all application, fee and other requirements have been met.
- iii. At least thirty (30) days written notice of a request to serve or sell alcohol shall be provided to the City before the event to give the City sufficient time to review the request. Requests that are not timely submitted may be denied.
- iv. YMCA must have adequate procedures in place to ensure that no one under the age of twenty-one (21) is served alcohol and to ensure that no one is served alcohol in an amount to cause intoxication.
- v. Depending on the request, licensed peace officer(s) may be required to attend the event.
- vi. All state laws and Duluth City Code provisions shall be followed at all times.
- vii. The City reserves the right to prohibit the serving, sale or possession of alcohol on the Premises.
- viii. YMCA acknowledges and agrees that there shall be no smoking or use of tobacco whatsoever in any building on the Premises or as otherwise prohibited by state or local laws.

14. FINANCIALS, REPORTING AND TAXES

- a. YMCA shall file with the City Auditor an annual itemized statement showing all YMCA income and expenses related to the operation of the Premises. The statement shall be filed not later than May 1 of each year this Agreement remains in effect and shall include all required financial information from the previous year. The statement shall also include a designation of the official contact person responsible for the administration of this Agreement along with addresses and phone numbers. A current copy of YMCA's By-Laws and Articles of Incorporation shall be provided to the City before this Agreement takes effect.
- b. YMCA agrees that, as provided in Minnesota Statutes 16C.05, Subd. 5, all YMCA books, records, documents, and accounting procedures and practices related to the operation of the Premises are subject to examination by the City or the State Auditor for six (6) years from the date of execution of this agreement. Upon twenty-four (24) hours advance notice by City, YMCA shall provide all requested financial information.
- c. YMCA shall pay or cause to be paid all lawful taxes and governmental charges in a timely manner. YMCA shall further be obligated to pay any sales and use taxes imposed by any governmental

entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date; provided that nothing shall prevent YMCA from contesting in good faith, any such payment requirement except as such contest would negatively affect the City's rights under this Agreement.

15. CITY ACCESS

- a. City may schedule activities and events on said Premises when not in use by YMCA and shall not be charged any fee for such use.
- b. City shall have the right to inspect the Premises at any time. YMCA shall not change locks or otherwise prohibit or inhibit City access to any portion of the building. City shall be exclusively responsible for the upkeep of all door locking devices and the duplication and distribution of all keys. YMCA is prohibited from duplicating any building key. Keys shall be distributed only to those individuals as may be designated by City or the current official contact person of YMCA.
- c. During such times when Citywide voting or elections are held, YMCA shall make available those portions of the Premises required by the City Clerk for this purpose. Generally, elections are held the second Tuesday of September and the first Tuesday of November. City agrees to notify YMCA thirty (30) days prior to any non-scheduled or Special Election.

16. NOTICES:

- a. Unless otherwise provided herein, notice to the City or Lessee shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City of Duluth
Parks and Recreation Division
Attention: Parks Manager
411 West First Street
Duluth, MN 55802

Duluth Area Family YMCA
Attn: Executive Director
302 W. 1st Street
Duluth, MN 55802

17. RELATIONSHIP

- a. It is agreed by both parties that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting YMCA or any of its officers, agents, servants, employees, sublessees, and renters as an officer, agent, servant, representative or employee of the City for any purpose or in any manner whatsoever. YMCA's officers, agents, servants, employees, volunteers, sublessees, and renters shall not be considered as employees of the City, and any and all claims which may or might arise under the Workers' Compensation Act of the State of Minnesota, and any claims whatsoever on behalf of said officers, agents, servants, employees, volunteers, sublessees, and renters arising out of employment, including, without limitation, claims of discrimination, shall in no way be the responsibility of the City. YMCA's officers, agents, servants, employees, volunteers, sublessees, and renters shall not be entitled to any compensation or right or benefits from the City of any kind whatsoever, including but not limited to, vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, severance pay, etc.

18. THIRD PARTY BENEFICIARIES

- a. No provision of this Agreement shall inure to the benefit of any third person so as to constitute any such person as a third-party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

19. SEVERABILITY

- a. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

20. GENERAL PROVISIONS

- a. The rights of YMCA to build, occupy, use, and maintain the above described Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with strictly and promptly.
- b. YMCA agrees that it shall neither assign nor transfer any rights or obligations under this Agreement without prior written approval of the City.
- c. The waiver by the City or YMCA of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.
- d. By this agreement the parties do not create a principle/agent relationship. YMCA shall not be deemed as acting as an agent of the City nor shall it be deemed as acting in an official capacity. YMCA is a tenant of the Premises and shall not represent itself as an agent of the City.
- e. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

CITY OF DULUTH

By: _____
Mayor

ATTEST:

_____ s _____
City Clerk
Date: _____

Approved as to form:

City Attorney

Countersigned:

City Auditor

DULUTH AREA FAMILY YMCA

By: _____
Its Chief Executive Officer
Printed Name _____

Its: _____
(Designate Title)
Printed Name _____



EXHIBIT B

TEMPORARY LEASE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__, by and between
_____[insert name] hereinafter called "Lessor" and _____
hereinafter called "Lessee".

WITNESSETH, that the Lessor, in consideration of rents and covenants hereinafter mentioned, does hereby demise, lease and let onto Lessee, and said Lessee does hereby hire and take from Lessor that portion of the _____ Community Center building on the ____ day(s) of _____, 20__, from _____ am/pm to _____ am/pm as is described as follows, to-wit:

Space(s) to be leased by Lessee: _____

But excluding the following: _____

The purpose of Lessee's use will be as follows: _____

TO HAVE AND TO HOLD, the premises just as they are, without any liability or obligation on the part of said Lessor or the City of Duluth of making any alterations, improvements, or repairs of any kind on or above the said premises for the term as stated above Lessee yielding and paying the rent of \$ _____ dollars. **The Lessee may not access the premises for deliveries, decorating, etc. before or after the following dates and times:**

Not Before _____ am/pm, ____ day of _____, 20__.

Not After _____ am/pm, ____ day of _____, 20__.

THE LESSEE has herewith agreed to make a damage/clean-up deposit of \$ _____, which must be paid by the ____ day of _____, 20__ to assure that the premises are maintained in as good order and condition and state of repairs, reasonable wear and tear excepted as the same now are or may be put into by Lessor. All deposits shall be cashed and deposited by Lessor upon receipt. The damage/clean-up deposit shall be returned to the Lessee provided the premises are maintained in good order, there are no damage/cleaning claims by the Lessor, and the Lessee has paid in full all rents and covenants herein mentioned.

THE LESSEE must abide by all laws of the United States, State of Minnesota, St. Louis County, City of Duluth, and especially the rules and regulations of the City of Duluth Parks & Recreation Department. Lessor acknowledges receipt of a down payment of \$ _____ and the balance of \$ _____ to be paid to Lessor not later than ____ day of _____, 20__.

AS PART OF THIS LEASE, The Lessee hereby fully releases the City of Duluth; Lessor, and Lessor's servants, agents, employees, contractors, or sub-contractors from any liability whatsoever in any way arising from any claim for damage to any person and/or property sustained or received on or about said _____ Community Center during the term of this lease. Additionally, the Lessee agrees to save harmless and indemnify the Lessor and the City of Duluth from any and all expenses arising because of any claim which may hereafter be presented by anyone for loss or damage or personal injury as a result of the use of _____ Community Center.

THE LESSEE shall provide a copy of their insurance policy for the above disclosed activity not later than ____ day of _____, 20__ indicating that Lessee has secured Personal Liability coverage at a minimum level of One Hundred Thousand Dollars (\$100,000.00) per occurrence. The Lessor and the City of Duluth shall be named as additional insured on all insurance policies covering the above activity.

EXHIBIT D

Temporary Lease Agreement

EXHIBIT B

Page 2

IF LESSEE intends to serve alcoholic beverages at any time during the above activity, Lessee shall obtain from the Parks & Recreation Dept office, and provide to Lessor, an Alcohol Consumption Permit. The cost of said permit shall be at Lessee expense. Lessee understands that said Alcohol Consumption Permit does not permit the sale of any alcoholic beverages. If Lessee intends to sell any alcoholic beverages, Lessee must secure a Temporary On-Sale Liquor License from the City Clerk's Office along with the required insurance coverage at Lessee expense.

AT ALL TIMES while alcoholic beverages are served, Lessee shall hire and secure the services of one or more uniformed security officers as may be required to oversee Lessee's function during those times when alcoholic beverages are being served. Such security officer(s) shall continue their oversight for a reasonable period after such alcoholic beverage serving period has ended to properly assist in clearing and securing said community club facility at the conclusion of Lessee's event.

IF the balance of payments due under this agreement are not paid by the date set forth herein, this agreement shall become null, and void, and the Lessor shall keep the down payment as liquidated damages.

IF any of the representations, including residence, made at the time entering into this agreement are no longer accurate within twenty (20) days of the date of the event, _____ Community Club shall have the sole discretion to declare this agreement null and void.

IN TESTIMONY WHEREFORE, the Lessee has hereunto set his/her hand(s) and seal(s) the day and year first written above.

[INSERT NAME} "LESSOR"

LESSEE

Authorized agent

Lessee

Date: _____

Date: _____

Lessee

Date: _____

EXHIBIT C

CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM

Use this form to propose improvement projects to any City facility. A City facility includes both building and grounds. It is intended to be used by external community groups, organizations and internally generated requests.

PROJECT (Brief Description) _____

LOCATION (Name of City Park, Building) _____

ADDRESS: _____

Attach Sketch Diagram ☐ yes, or Add Drawing on back of this form, ☐ yes

NAME OF GROUP OR ORGANIZATION PROPOSING PROJECT: _____

Contact Person	Name _____	Home Phone _____
	Address _____	Work Phone _____
	City, State, Zip _____	Cell Phone _____
		E-mail _____

PROJECT FUNDING: Do you have funding for this project?

☐ YES, indicated Funding Sources, Amounts and Total Project Cost _____

☐ NO, COMMENTS _____

Total Project Cost _____

ENERGY USE: Do you think there will be a change in the use of energy for any energy type listed here because of this project?

☐ YES ☐ NO ☐ Not Sure Check all energy types where use will change:

ELECTRICITY (kWh) _____ GAS (Therms) _____ OIL (gallons) _____
 STEAM (Pounds) _____ WATER and SEWER (CCF) _____

Person completing and submitting this request: PRINT NAME: _____
 Phone _____ SIGNATURE: _____

SUBMIT COMPLETED FORM to: Tari Rayala; Architecture & Facility Management; 1532 West Michigan Street; Duluth, MN 55806; trayala@duluthmn.gov; (218) 730-4434

(For city use only) Action Taken:

Forward to: CCP committee - YES ☐ NO ☐

CCP (Cities for Climate Protection) Advisory Committee Review: _____

Signed: _____ Date: _____

Project Review Team: Date _____

Accepted: _____ Rejected: _____ Comments: _____

Notifications sent to: Submitter _____ Date: _____ Dept. Director _____ Date _____

**CITY OF DULUTH**

Department of Public Administration – Maintenance Operations
Architecture, Facility Management Services and Street Light Utility

1532 West Michigan Street
Duluth, Minnesota • 55806
Phone: 218-730-4434 • Fax: 218-730-3560

Tari L. Rayala, AIA
Facility Projects Specialist
trayala@duluthmn.gov

INTER-DEPARTMENT CORRESPONDENCE

DATE: March 27, 2012

TO: Department Directors & Division Managers
Community Clubs and Organizations

FROM: Tari L. Rayala, AIA
Facility Projects Specialist

SUBJECT: Project Request and Approval Process

Each year there are numerous requests for improvement projects on City Property. The projects and related funding are pursued through a variety of avenues such as additional capital requests not included in the City's 5-year Capital Improvement Program (CIP), requests to the City Facilities Management or Parks and Recreation Department, Community Development Block Grant Program (CDBG), and others. These avenues and the different people and requirements of each process have caused some confusion. The result has been delays and, on occasion, rejection of funded projects.

For example, acquiring funds for a project through CDBG, a DNR grant, fundraising, or donations does not guarantee project acceptability if the project is being considered on City property. It must also receive recommendation and approval by the appropriate City officials. There is no assurance that this will occur after the fact, and therefore, City approval should occur in advance of, or at least concurrent with pursuing funding.

The City departments most actively involved with projects have developed a system that will result in better communications, tracking, and processing of project requests. It establishes Facilities Management as the City entity that will initiate the process once a request has been received. Facilities Management (FM) is charged with identifying the responsible and accountable "Project Team" and facilitating the process. At any point in the process, FM can be contacted to respond to questions or concerns that are not being addressed by the Project Team.

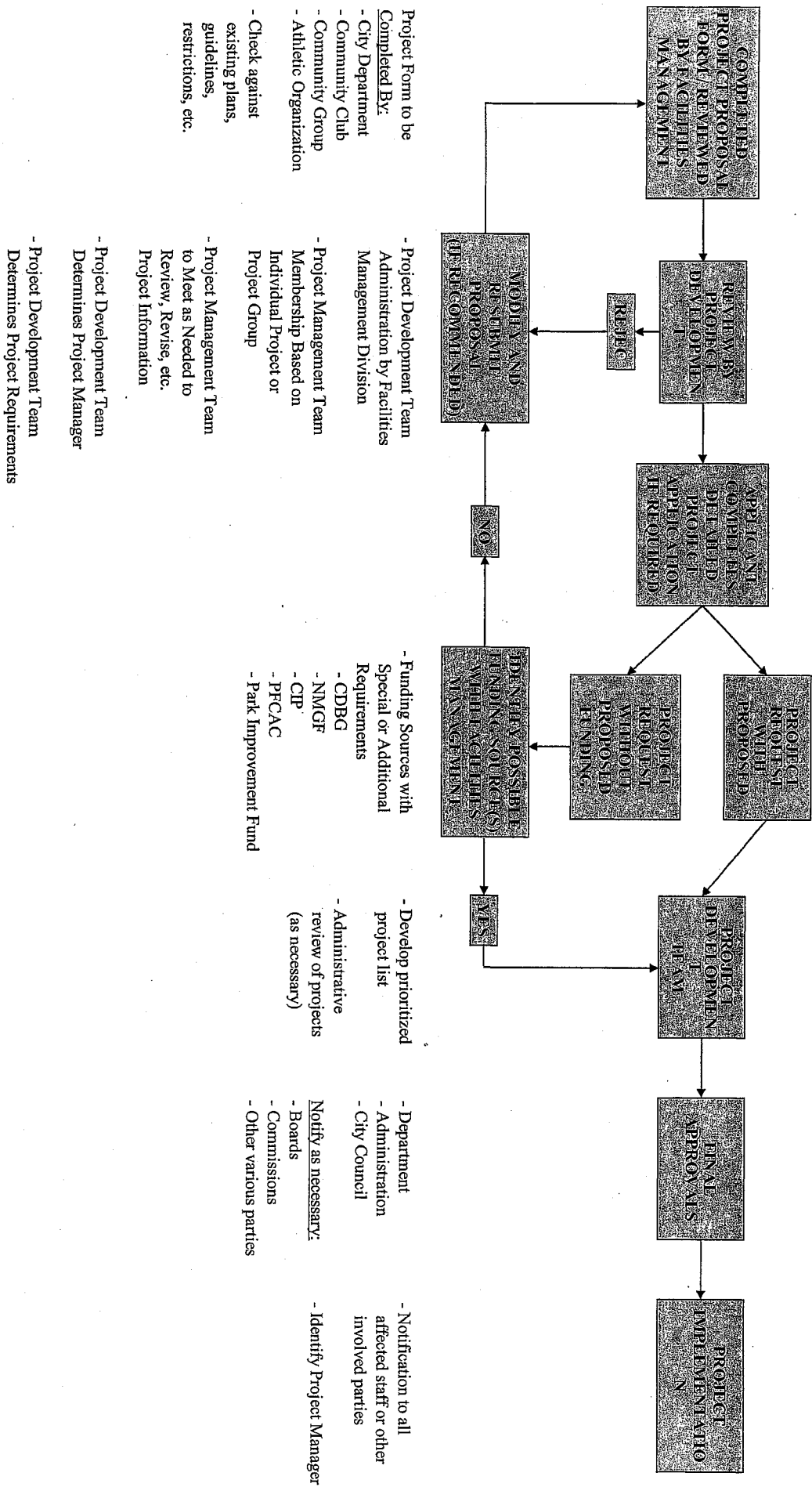
The intent of this process is to expedite decision making, clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns. This process may need modification to improve upon what has been developed. Your input will be critical in that sense.

Enclosed you will find two documents, 1) the City of Duluth Project Proposal Request Form and 2) the Project Request and Approval Process sheet. The Request Form activates the Request and Approval Process which is diagrammed to reflect how the process works. Implementation of this process is effective immediately.

Your cooperation and assistance is requested and much appreciated. If you have any questions, please contact me at 730-4434.

PROJECT REQUEST AND APPROVAL PROCESS

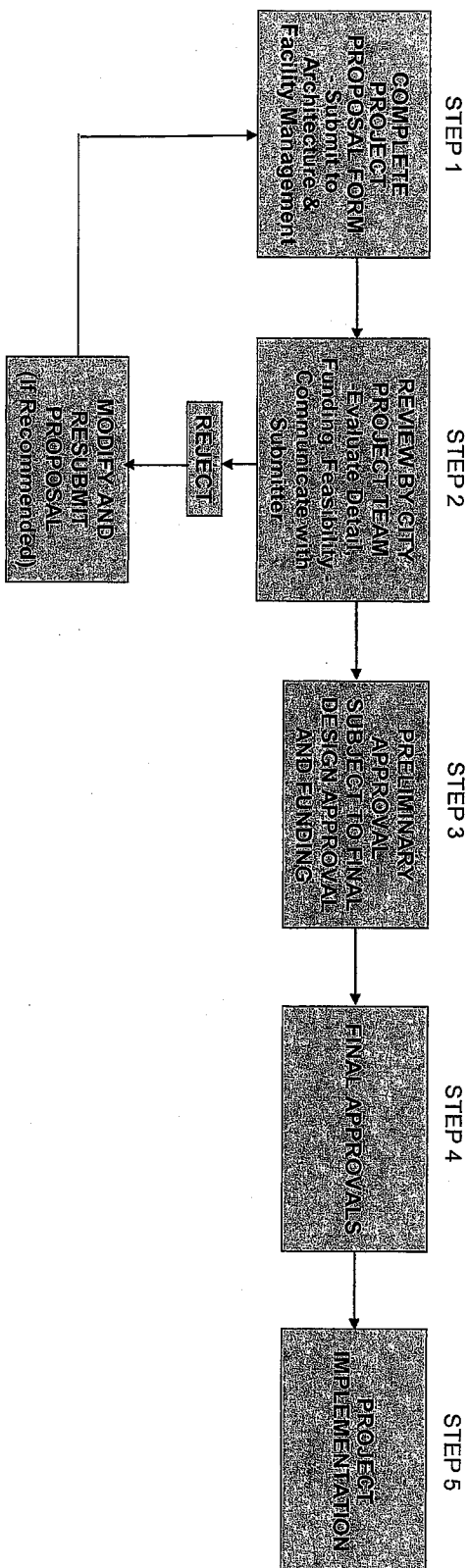
City Facilities (Buildings & Grounds): Process For Capital and/or Improvement Projects Which Propose To Make Any Physical, Non-Maintenance Improvement



Note: Once adopted, this process must be effectively communicated to all City in-house staff and external organizations.

CITY OF DULUTH PROJECT REQUEST AND APPROVAL PROCESS

City Facilities (Buildings & Grounds): Process For New Capital and/or Improvement Projects Which Propose To Make Any Physical, Non-Maintenance Improvement



Step 1: Project Proposal: Project Proposal Form to be completed by designated or authorized representative of City Department, Community Club, Community Group, Athletic Organization, etc. Include as much detail as possible. Submit completed Project Proposal Form to Tarif Rayala in Architecture & Facility Management who will review your Project Proposal and consider any existing master plans, guidelines, restrictions, etc. to determine initial project feasibility.

Step 2: Project Review: Project evaluation by City's Internal Project Review Team. This team was established by Administrative Services based on project type and scope and will consist of City staff authorized to review specific projects. The Project Review Team will meet as needed to gather, review, and/or revise project information and requirements. Feasible projects without identified funding or with insufficient funding will receive further review to determine eligibility for funding sources such as CDBG, CIP, etc., and will proceed through the appropriate funding review and approval process. In addition, review by appropriate Boards and Commissions shall occur as needed. Projects are either approved, modified, or rejected at this step. Outcome of this step communicated back to submitter with notification of the next step of the process.

Step 3: Preliminary Approval: Projects with approved funding are returned to project submitter to proceed with final project design including detailed plans necessary for construction.

Step 4: Final Approval: Final review of completed project design. Final approvals as needed from Department, Administration, City Council.

Step 5: Implementation: Notification to all involved parties, including City staff, with project "Notice to Proceed". Identification of Project Manager with responsibility for project oversight during project construction to completion and final acceptance.

EXHIBIT D

Duluth Area Family YMCA Incident Report

Date of report: _____

Nature of Incident: Accident: _____ Disciplinary _____ Suggestion _____ Complaint _____ Other: _____

Name of involved person: _____ Age: _____ Gender: _____

Address: _____ Phone: _____

Date of Incident: _____

Time: _____

Location: _____

of people in program area: _____

Water condition: _____

Weather condition: _____

Nearest Relative: _____

Relationship: _____

Phone (if different): _____

Describe the accident/incident; include what happened, how many people were involved and what actions were taken.

List the names of those involved in the accident/incident:

Did those involved disregard rules or orders of the YMCA Staff Members? If yes, please explain.

Actions Taken (include first-aid given if appropriate):

Was CPR used? ☐ Yes ☐ No If yes, for how long? _____

Were law enforcement or EMS squads called? ☐ Yes ☐ No What time did they arrive? _____

Was additional medical attention required? ☐ Yes ☐ No If yes, indicate where individuals were taken, who provided treatment, and what treatment was given: _____

Please Fill Out Reverse Side

EXHIBIT D

Witnesses: (include name, address, phone number and relation to those involved)

1) _____

2) _____

3) _____

Blood-borne Pathogen Program Exposure Incident

Employee Name: _____ Soc. Security # _____

Was the source of exposure the involved injured person? ☐ Yes ☐ No

If No, give source's name: _____

Address: _____ Phone: _____

Document route of exposure: (mucous membrane, puncture, etc...) _____

Was protective equipment used? ☐ Yes ☐ No If yes, describe equipment _____

If protective equipment was not used, please give reasons why: _____

Describe post exposure cleanup procedures that were used:

Information of Staff Person Helping Fill Out This Form:

Name: _____

Position: _____

Assignment location: _____

Hours on/off duty: _____

Signature: _____

Date: _____

Facility Supervisor Staff - Please read and initial the following checklist (if applicable):

1. _____ Photocopy of this report was made
2. _____ Original Copy was given to Executive Director
3. _____ Copy given to Member Service Desk staff to place in binder (if behavioral-related)
4. _____ Alert was placed in Member ST regarding individual (if behavior warrants alert)
5. _____ If a youth was involved, contact was made with Parent/Guardian
6. _____ Follow-up contact was made with "victim"